

Check one.

☒ **Presumption of Undue Hardship**
☐ **No Presumption of Undue Hardship**

 See Debtor's Statement in Support of
 Reaffirmation, Part II below, to determine
 which box to check.

JACKSONVILLE

FLORIDA

DEC 02 2011

UNITED STATES BANKRUPTCY COURT

Middle District of Florida (Jacksonville)

CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
 In re Billy E & Rhonda G Weathington,
Debtor
Case No. 3:11-bk-07388-JAFChapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: Farm Bureau Bank, FSB
☐ Check this box if Creditor is a Credit Union

I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this Reaffirmation Documents packet.

 1. Brief description of the original agreement being reaffirmed: auto loan
For example, auto loan

 2. **AMOUNT REAFFIRMED:** \$ 4,257.61

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before the date you sign this Reaffirmation Agreement.

See the definition of "Amount Reaffirmed" in Part V.C below.

 3. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 7.90 %.

See definition of "Annual Percentage Rate" in Part V.C below.

 This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

4. Reaffirmation Agreement Repayment Terms:

☒ If fixed term, \$ 293.40 per month for 13 months starting on 10/15/2011.

☐ If not fixed term, describe repayment terms: _____.

5. Describe the collateral, if any, securing the debt:

Description: 2002 Toyota Camry
Current Market Value \$

6. Did the debt that is being reaffirming arise from the purchase of the collateral described above?

☒ Yes ☐ No

If yes, what was the purchase price for the collateral? \$ 14,388.25

If no, what was the amount of the original loan? \$

7. Detail the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	\$ <u>4,257.61</u>	\$ <u>4,257.61</u>
Annual Percentage Rate	<u>7.900 %</u>	<u>7.90 %</u>
Monthly Payment	\$ <u>293.40</u>	\$ <u>293.40</u>

8. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

1. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

2. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

3. If your answer to EITHER question 1. or 2. above is "No" complete a. and b. below.

a. My present monthly income and expenses are:

i. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

\$ 2,466.00

ii. Monthly expenses (including all reaffirmed debts except this one)

\$ 3,089.39

iii. Amount available to pay this reaffirmed debt (subtract ii. from i.)

\$ -619.39

iv. Amount of monthly payment required for this reaffirmed debt

\$ 293.40

*If the monthly payment on this reaffirmed debt (line iv.) is **greater than** the amount you have available to pay this reaffirmed debt (line iii.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

b. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or on me because:

Check one of the two statements below, if applicable:

☐ I can afford to make the payments on the reaffirmed debt because my monthly income is greater than my monthly expenses even after I include in my expenses the monthly payments on all debts I am reaffirming, including this one.

☒ I can afford to make the payments on the reaffirmed debt even though my monthly income is less than my monthly expenses after I include in my expenses the monthly payments on all debts I am reaffirming, including this one, because:

lowering monthly expenses

Use an additional page if needed for a full explanation.

4. If your answers to BOTH questions 1. and 2. above were "Yes," check the following statement, if applicable:

☒ I believe this reaffirmation agreement is in my financial interest and I can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

- i. I (We) agree to reaffirm the debt described above.
- ii. Before signing this reaffirmation agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- iii. The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- iv. I am (We are) entering into this agreement voluntarily and fully informed of my (our) rights and responsibilities; and
- v. I (We) have received a copy of this completed and signed Reaffirmation Documents packet.

SIGNATURE(S):

Date 11-19-11 Signature Billy E. Weatherington
 Date 11-19-11 Signature Rhonda J. Weatherington
Debtor
Joint Debtor, if any

If a joint reaffirmation agreement, both debtors must sign.

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor <u>Farm Bureau Bank, FSB</u>	<u>PO Box 33427, San Antonio, Texas 78265-3427</u>
<i>Print Name</i>	<i>Address</i>
<u>Yesenia McBride</u>	<u>Yesenia McBride</u>
<i>Print Name of Representative</i>	<i>Signature</i>
	<u>10/25/2011</u>
	<i>Date</i>

IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☒ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 11.14.11 Signature of Debtor's Attorney [Signature]
 Print Name of Debtor's Attorney Esmer Hunsar